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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MOHAMMED CHARIF ALIA, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

KKW TRUCKING, INC., a California
corporation, FURNITURE
TRANSPORTATION SYSTEMS, INC., a
corporation, KKW LOGISTICS, INC., a
corporation, and DOES 1 through 10, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

03/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

Case No.: 21STCV35999

CLASS ACTION

[Assigned for all purposes to: Hon. William
F. Highberger, Dept. 10]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: February 26, 2025

Time: 10:30 a.m.

Dept: 10

Complaint filed: September 30, 2021

Trial date: Not set

1 The Court has before it Plaintiff Mohammed Charif Alia (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the Declaration of
4 Benjamin H. Haber, the Amended Class Action Settlement Agreement and Class Notice (which
5 is referred to here as the “Settlement Agreement”), and good cause appearing, the Court hereby
6 finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff Mohammed Charif Alia and
11 Defendant Furniture Transportation Systems, Inc. (“Defendant”), attached to the Declaration of
12 Benjamin H. Haber in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
13 Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund
18 of \$450,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) Class Representative service payment of up to \$10,000.00 for Plaintiff Mohammed Charif
20 Alia; (c) Class Counsel’s attorneys’ fees, not to exceed 33 1/3% of the Gross Settlement Amount
21 (\$150,000.00), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class
22 Counsel; and (d) Settlement Administration Costs of up to \$15,000.00.

23 3. The Court preliminarily finds that the terms of the Settlement appear to be within
24 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
25 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
26 and reasonable to the class members when balanced against the probable outcome of further
27 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
28 significant informal discovery, investigation, research, and litigation have been conducted such

1 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
2 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
3 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
4 the result of intensive, serious, and non-collusive negotiations between the Parties with the
5 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
6 that the Settlement Agreement was entered into in good faith.

7 4. A final fairness hearing on the question of whether the proposed settlement,
8 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
9 Workforce Development Agency for its share of the settlement of claims for penalties under the
10 Private Attorneys General Act, and the class representative's enhancement award should be
11 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
12 accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Settlement Class"): "all persons employed by Defendants in California and classified as a
15 non-exempt or hourly-paid employee who worked for Defendants during the Class Period."

16 6. "Class Period" means the period from August 5, 2017 to September 5, 2023.

17 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
18 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
19 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
20 of law and fact that are common, or of general interest, to all Settlement Class Members, which
21 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
22 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
23 the interests of the Settlement Class Members; and (5) a class action is superior to other
24 available methods for the fair and efficient adjudication of the controversy.

25 8. The Court appoints as Class Representative, for settlement purposes only,
26 Plaintiff Mohammed Charif Alia. The Court further preliminarily approves Plaintiff's ability
27 to request an incentive award up to \$10,000.00.

28 9. The Court appoints, for settlement purposes only, Benjamin H. Haber, and Daniel

J. Kramer of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$150,000.00), and costs not to exceed \$20,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$15,000.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendants to provide Class List to the Settlement Administrator	14 days after notice of entry of the Court's order granting Motion for Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Notice is mailed out by the Settlement Administrator
Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and	16 court days before hearing on Motion for Final Approval, which is 10-10 _____;


1	Service Award to Plaintiff	
2		_____ at _____ a.m./p.m., or
3		first available date thereafter, in Department
4	Final Approval Hearing	10. The hearing may be continued to another
5		date without further notice to the Class
6		Members.

7 15. The Court further ORDERS that, pending further order of this Court, all
8 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

9 **IT IS SO ORDERED.**

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12 DATE: 03/14/2025

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Hon. William F. Highberger
Los Angeles County Superior Court

Alia v. KKW Trucking, Inc., et al.
21STCV35999

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On February 21, 2025, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendants, KKW Trucking, Inc.,
Furniture Transportation Systems, Inc., and KKW Logistics, Inc.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **February 21, 2025** at Los Angeles, California.

Signature